

F I L E D
MAY 22 2019
CLERK'S OFFICE
U.S. DISTRICT COURT
EASTERN MICHIGAN

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

UNITED STATES OF AMERICA,

Plaintiff,

CRIMINAL NO.: 4:18-CR- 20812

v.

Judge: Hon. Matthew F. Leitman
MJ: Hon. Stephanie Dawkins Davis

KAREN MILLER,

Defendant.

RULE 11 PLEA AGREEMENT

Pursuant to Rule 11(c)(1)(B) of the Federal Rules of Criminal Procedure, defendant Karen Miller and the government agree as follows:

1. OFFENSE AND MAXIMUM PENALTIES

A. Count of Conviction

Defendant agrees to enter a plea of guilty to:

- 1) Count One of the Superseding Information, Conspiracy to Defraud the United States for the purpose of impairing, impeding, obstructing or defeating the lawful functions of the Internal Revenue Service of the Treasury Department in the ascertainment, computation, assessment, and collection of income ("Conspiracy to Defraud the United States"), in violation of 18 U.S.C. § 371; and
- 2) Count Two of the Superseding Information, Conspiracy to Commit Theft from an Organization Receiving Federal Funds, in violation of 18 U.S.C. §§ 371 & 666(a)(1)(A).

B. Maximum Penalties

Defendant understands that the relevant maximum penalties for both counts, Count One of the Superseding Information, Conspiracy to Defraud the United States, and Count Two of the Superseding Information, Conspiracy to Commit Theft from an Organization Receiving Federal Funds, is five years imprisonment, a three-year period of supervised release, a \$250,000 fine, restitution, and a \$100 special assessment.

Defendant further understands that supervised release may be revoked if its terms and conditions are violated. Thus, a violation of supervised release increases the possible period of incarceration and makes it possible that the Defendant will have to serve the original sentence, plus a substantial additional period of incarceration, without credit for time already spent on supervised release.

Defendant understands that she must provide the government with a receipt for the payment of the \$200 special assessment before sentence is imposed.

C. Elements of Offense

1) Defendant understands that the elements of the relevant offense, Count One of the Superseding Information, Conspiracy to Defraud the United States, in violation of 18 U.S.C. § 371 are:

a. Two or more persons conspired, or agreed, to defraud an agency of the United States, to wit, the Internal Revenue Service, by dishonest means.

b. The Defendant knowingly and voluntarily joined the conspiracy;

c. A member of the conspiracy did one of the overt acts described in the Superseding Information for the purpose of advancing or helping the conspiracy.

2) Defendant understands that the elements of Count Two of the Superseding Information, Conspiracy to Commit Theft from an Organization Receiving Federal Funds, in violation of 18 U.S.C. §§ 371 & 666(a)(1)(A), are:

a. Two or more persons conspired, or agreed, to commit the crime of Theft from an Organization Receiving Federal Funds, in violation of 18 U.S.C. § 666(a)(1)(A). The elements of 18 U.S.C. § 666(a)(1)(A) are

- i. At the time alleged in Count Two of the Superseding Information, a Co-Defendant was an agent of the Detroit Police Department;
- ii. In an applicable one-year period the Detroit Police Department received federal benefits in excess of \$10,000
- iii. A Co-Defendant converted property;
- iv. The converted property belonged to or was in the care, custody, or control of the Detroit Police Department; and
- v. The aggregate value of the property that was converted was at least \$5,000.

b. Defendant knowingly and voluntarily joined the conspiracy; and

c. A member of the conspiracy committed an overt act for the purpose of advancing or helping the conspiracy.

D. Factual Basis for Guilty Plea

Defendant admits the following facts and submits them as a sufficient and accurate basis for Defendant's guilty plea:

1) Accident Information Bureau, LLC ("AIB") was a limited liability company operating in Birmingham, Michigan, that was in the business of collecting automobile crash victim information from UD-10E State of Michigan Traffic Crash Reports ("Police Reports") that were obtained through unlawful means. In exchange for fees, AIB solicited the crash victims and referred them to personal injury lawyers, chiropractors, and health care professionals.

Defendant JASON ROSETT owned and operated AIB.

2) 2875 Maple, LLC was a limited liability company operating in Troy, Michigan. Defendant ROBERT ROSETT owned and operated 2875 Maple, LLC.

3) From at least in or about 2009 through in or about 2012, Defendants JAYSON ROSETT, ROBERT ROSETT, INDIVIDUAL E, INDIVIDUAL F, and others, agreed: INDIVIDUAL E and INDIVIDUAL F would provide Police Reports obtained through unlawful means to Defendants JAYSON ROSETT and ROBERT ROSETT, and others, in exchange for the payment of funds.

4) From at least in or about July of 2012 through in or about April of 2018, Defendants JAYSON ROSETT, ROBERT ROSETT, CAROL ALMERANTI, KAREN MILLER, and others, agreed: Defendants CAROL ALMERANTI and

KAREN MILLER would provide Police Reports obtained through unlawful means to Defendants JAYSON ROSETT and ROBERT ROSETT, and others, in exchange for the payment of funds.

5) From at least in or about July of 2012 through in or about April of 2018, Defendants JAYSON ROSETT and ROBERT ROSETT, and others, would structure the payment of funds to Defendants CAROL ALMERANTI and KAREN MILLER in a manner that would conceal from the IRS both the receipt of taxable income by Defendants CAROL ALMERANTI and KAREN MILLER, and the expenses incurred by Defendants JAYSON ROSETT, ROBERT ROSETT, INDIVIDUAL A, INDIVIDUAL B, INDIVIDUAL C, and others.

6) From on or about July 18, 2012, through on or about May 7, 2014, INDIVIDUAL A, INDIVIDUAL B, and INDIVIDUAL C caused ENTITY A, an entity whose identity is known, to disburse approximately \$2,000 per week to AIB, with the combined disbursements totaling approximately \$305,317, with the intent for those funds to be paid to Defendants CAROL ALMERANTI and KAREN MILLER in exchange for their services in providing Police Reports obtained through unlawful means.

7) From on or about July 18, 2012, through on or about May 7, 2014, Defendant JAYSON ROSETT caused AIB to disburse approximately \$2,500 per week to 2875 Maple, LLC, with the combined disbursements totaling approximately \$230,000, with the intent for those funds to be paid to Defendants CAROL ALMERANTI and KAREN MILLER, in exchange for their services in providing Police Reports obtained through unlawful means.

8) From on or about July 18, 2012, through on or about May 7, 2014, Defendant JAYSON ROSETT and ROBERT ROSETT caused Defendants CAROL ALMERANTI and KAREN MILLER to each receive a portion of the funds deposited in the 2875 Maple, LLC bank account as payment for their services in providing Police Reports obtained through unlawful means.

9) On or about November 9, 2012, Defendant ROBERT ROSETT and Defendant CAROL ALMERANTI opened a joint bank account where they were both authorized signors ("shared bank account") to ensure Defendants CAROL ALMERANTI and KAREN MILLER could easily receive fees in exchange for providing Police Reports obtained through unlawful means. From in or about November of 2012 through April of 2018, Defendant ROBERT ROSETT caused 2875 Maple, LLC, to disburse funds totaling over \$375,000 into the joint bank account for withdrawal by Defendants CAROL ALMERANTI and KAREN MILLER.

10) From in or about April of 2013 through in or about April of 2018, Defendants JAYSON ROSETT, ROBERT ROSETT, CAROL ALMERANTI, and KAREN MILLER, together with INDIVIDUAL D, whose identity is known, and others, agreed:

a. Defendants CAROL ALMERANTI and KAREN MILLER would provide Police Reports obtained through unlawful means to Defendants JAYSON ROSETT and ROBERT ROSETT and INDIVIDUAL D, and others, in exchange for the payment of funds.

b. Defendants JAYSON ROSETT and ROBERT ROSETT and INDIVIDUAL D, and others, would structure the payment of funds to Defendants CAROL ALMERANTI and KAREN MILLER in a manner that would conceal from the IRS both the receipt of taxable income by Defendants CAROL ALMERANTI and KAREN MILLER, and the expenses incurred by Defendants JAYSON ROSETT and ROBERT ROSETT and INDIVIDUAL D, and others.

11) From in or about July of 2012 through in or about April of 2018, in the Eastern District of Michigan, Defendants ROBERT ROSETT, JAYSON ROSETT, CAROL ALMERANTI, and KAREN MILLER, together with INDIVIDUAL A, INDIVIDUAL B, INDIVIDUAL C, INDIVIDUAL D, and others, both known and unknown, intentionally, unlawfully, and knowingly did combine, conspire, confederate, and agree between and among themselves to commit theft from an organization receiving federal funds, in violation of 18 U.S.C. § 666(a)(1)(A), by, among other things committing the following overt acts:

a. From in or about July of 2012 through December of 2017, Defendants CAROL ALMERANTI and KAREN MILLER caused Police Reports to be delivered at least five times each week via email to Defendants ROBERT ROSETT and JAYSON ROSETT. Defendants CAROL ALMERANTI and KAREN MILLER were not authorized to release the Police Reports, and many of the Police Reports bore a watermark reading "Unapproved Report" indicating the reports were not publicly available and were the property of the Detroit Police Department.

b. From in or about November of 2012 through December of 2013, Defendants JAYSON ROSETT and ROBERT ROSETT caused \$3,000 to \$5,000 of funds to be deposited into a shared bank account each month as payment to Defendants CAROL ALMERANTI and KAREN MILLER in exchange for their agreement to cause Police Reports to be delivered at least five times each week via email to Defendants ROBERT ROSETT and JAYSON ROSETT. Many of the Police Reports bore a watermark reading "Unapproved Report" indicating the reports were not publicly available and were the property of the Detroit Police Department.

c. From in or about January of 2014 through April of 2018, Defendants JAYSON ROSETT and ROBERT ROSETT caused monthly deposits of \$5,000 to \$7,500 into a shared bank account each month as payment to Defendants CAROL ALMERANTI and KAREN MILLER in exchange for their agreement to cause Police Reports to be delivered at least five times each week via email to Defendants ROBERT ROSETT and JAYSON ROSETT. Many of the Police Reports bore a watermark reading "Unapproved Report" indicating the reports were not publicly available and were the property of the Detroit Police Department.

d. On or about November 29, 2013, Defendant CAROL ALMERANTI withdrew approximately \$500 of funds from the shared account as payment for her regular delivery of Police Reports, pursuant to the relevant scheme.

e. On or about January 3, 2014, Defendant KAREN MILLER withdrew approximately \$500 of funds from the shared account as payment for her regular delivery of Police Reports, pursuant to the relevant scheme.

12) The Detroit Police Department received at least \$10,000 in federal funds each year, including during each fiscal year from October 1, 2011 through September 30, 2018.

13) The aggregate value of the Police Reports obtained through unlawful means from October 1, 2012 through September 30, 2013, exceeded \$5,000.

14) The aggregate value of the Police Reports obtained through unlawful means from October 1, 2013 through September 30, 2014, exceeded \$5,000.

15) On approximately April 3, 2014, Defendant KAREN MILLER did willfully make and subscribe a U.S. Individual Income Tax Return, Form 1040, for the tax year 2013, which was verified by written declaration that it was made under the penalties of perjury and which was filed with the IRS, which Defendant KAREN MILLER did not believe to be true and correct as to every material matter in that the return, among other things, falsely reported total income of \$70,882 and adjusted gross income of \$70,882, whereas, as she then and there well knew, her total income and adjusted gross income was substantially more than the claimed amounts.

2. SENTENCING GUIDELINES

A. Standard of Proof

The Court will find sentencing factors by a preponderance of the evidence.

B. Agreed Guideline Provisions

There are no sentencing guideline disputes.

1) Count One of the Superseding Information

The parties agree and stipulate that Defendant

a. Offense Level:

The parties agree and stipulate that the base offense level is the offense level calculated under U.S.S.G §§ 2T1.1(a) & 2T4.1(F). Under § 2T4.1(F) the base offense level is 16 because the parties stipulate the relevant criminal tax loss arising from the Defendant's involvement in the conspiracy is more than \$100,000 and less than \$250,000.

The parties further agree that a 2-level upward adjustment is appropriate under § 2T1.1(b)(1) because Defendant's involvement in the relevant conspiracy resulted in a failure to report or to correctly identify the source of income exceeding \$10,000 in any year from criminal activity.

The parties stipulate and agree the adjusted offense level for Count One of the Superseding Information is 18.

2) Count Two of the Superseding Information:

The parties agree and stipulate that the base offense level for the underlying offense is 12 under § 2C1.1(a)(2). The parties agree the relevant value of payments was more than \$250,000 and less than \$550,000, resulting in a 12-point increase in the offense level under § 2C1.1(b)(2) & 2B1.1(b)(1)(G). Under § 2C1.1(b)(3), an additional 4-point increase is appropriate because the offense involved an elected public official or any public official in a high-level decision-making or sensitive position.

The parties stipulate and agree the adjusted offense for Count Two of the Superseding Information is 28.

3) Combined Adjusted Offense Level

The parties agree and stipulate the Counts are grouped as follows: Group 1 is Count One of the Superseding Information, in violation of 18 U.S.C. § 371 and Group 2 is Count Two of the Superseding Information, in violation of 18 U.S.C. § 371 pursuant to § 3D1.1(a)(1). The parties agree and stipulate the offense levels applicable for each group is: Group 1: 18, Group 2: 28, pursuant to §§ 3D1.1(a)(2) and 3D1.3. The parties agree and stipulate there is 1 total unit with Group 2 totaling 1 unit and 0 total units with Group 1 totaling 0 units, resulting in no increase in offense levels, pursuant to § 3D1.1(a)(3). The parties agree and stipulate the combined adjusted offense level is 28.

The parties agree and stipulate that, as of the date of this agreement, Defendant has demonstrated acceptance of responsibility for her offense and is eligible for a two-level downward adjustment in offense level under § 3E1.1(a) of the Sentencing Guidelines. The government agrees to make a motion pursuant

to § 3E1.1(b) for an additional 1-level decrease in recognition of the Defendant's intention to plead guilty. The government may oppose any adjustment for acceptance of responsibility if the Defendant (a) fails to admit each and every item in the factual basis listed above; (b) denies involvement in the offense; (c) gives conflicting statements about her involvement in the offense; (d) is untruthful with the Court, the government, or the United States Probation Office; (e) obstructs or attempts to obstruct justice prior to sentencing; (f) engages in any criminal conduct between the date of this agreement and the date of sentencing; or (g) attempts to withdraw her plea of guilty.

If the Defendant obtains a 3-level reduction, the final offense level will be 25.

4) Final Calculations

The parties agree and stipulate that Defendant's criminal history category is I. Accordingly, the parties stipulate and agree that, except as provided below, Defendant's guideline range is 57 to 71 months. If the Court finds:

a. that Defendant's criminal history category is higher than I, or

b. that the offense level should be higher because, after pleading guilty, Defendant made any false statement to or withheld information from her probation officer; otherwise demonstrated a lack of acceptance of responsibility for her offense; or obstructed justice or committed any crime, and if any such finding results in a guideline range higher than 57 to 71 months, the higher guideline range becomes the

agreed range. However, if the Court finds that Defendant is a career offender, an armed career criminal, or a repeat and dangerous sex offender as defined under the sentencing guidelines or other federal law, and that finding is not already reflected in the attached worksheets, this paragraph does *not* authorize a corresponding increase in the agreed range.

Neither party may take a position concerning the applicable guidelines different than the position reflected in the attached worksheets, except as necessary to the Court's determination regarding subsections 2.B.4(a) and 2.B.4(b), above.

3. SENTENCE

The Court will impose a sentence pursuant to 18 U.S.C. § 3553, and in doing so must consider the sentencing guideline range.

A. Imprisonment

The Court may impose any term of imprisonment, up to the statutory maximum term, which in this case is five years for each count

B. Supervised Release

There is no agreement with respect to supervised release. The Court may impose any term of supervised release up to the statutory maximum term, which in this case is three years. The agreement concerning imprisonment described above in Paragraph 3.A. does not apply to any term of imprisonment that results from any later revocation of supervised release.

4. **RESTITUTION**

The Defendant agrees to the entry of a Restitution Order for the full amount of the victims' losses. The Defendant agrees her relevant conduct arising from Count One of the Superseding Information, to include assisting in the collection and disbursement of cash gross receipts, caused an additional total tax due and owing to the IRS for the time period of Tax Years 2012 to 2017 of an amount of more than \$100,000 and less than \$250,000. The Defendant agrees that, pursuant to 18 U.S.C. §§ 3663 and 3663A and §§ 3563(b)(2) and 3583(d), the Court may order restitution of the full amount of the actual, total loss caused by the offense conduct set forth in the factual stipulation. Pursuant to 18 U.S.C. §§ 3663(a)(3) and 3663A(a)(3), and any other statute permitting the parties to enter an agreement specifying to whom restitution should be paid, the Defendant agrees to the entry of a Restitution Order in an amount determined by the office of Probation.

The Defendant further agrees that she will fully disclose to the probation officer and to the Court, subject to the penalty of perjury, all information, including but not limited to copies of all relevant bank and financial records, regarding the current location and prior disposition of funds obtained as a result of the criminal conduct set forth in the factual stipulation as well as any funds that may be available as substitute assets for the purpose of restitution. The Defendant further agrees to take all reasonable steps to retrieve or repatriate any such funds and to make them available for restitution. If the Defendant does not fulfill

this provision, it will be considered a material breach of this plea agreement, and this Office may seek to be relieved of its obligations under this agreement.

Defendant agrees that restitution is due and payable immediately after the judgment is entered and is subject to immediate enforcement, in full, by the United States. If the Court imposes a schedule of payments, Defendant agrees that the schedule of payments is a schedule of the minimum payment due, and that the payment schedule does not prohibit or limit the methods by which the United States may immediately enforce the judgment in full. The IRS will use the amount of restitution ordered as the basis for a civil assessment under 26 U.S.C. § 6201(a)(4). Defendant does not have the right to challenge the amount of this restitution-based assessment. See 26 U.S.C. § 6201(a)(4)(C). Neither the existence of a restitution payment schedule nor Defendant's timely payment of restitution according to that schedule will preclude the IRS from immediately collecting the full amount of the restitution-based assessment.

Defendant understands and agrees that the plea agreement does not resolve Defendant's civil tax liabilities, that the IRS may seek additional taxes, interest, and penalties from Defendant relating to the conduct covered by this plea agreement and for conduct relating to another time period, and that satisfaction of the restitution debt does not settle, satisfy, or compromise Defendant's obligation to pay any remaining civil tax liability. Defendant authorizes release of information to the IRS for purposes of making the civil tax and restitution-based assessments.

5. WAIVER OF RIGHT TO APPEAL

If the sentence imposed does not exceed the maximum allowed by Paragraph 3 of this agreement, Defendant waives any right she has to appeal her conviction or sentence. If the sentence imposed is within the guideline range determined by the Court, consistent with the agreements laid out in Paragraph 2.B. the government agrees not to appeal the sentence, but retains its right to appeal any sentence below that range. Nothing in the foregoing waiver of appellate and collateral review rights shall preclude the Defendant from raising a claim of ineffective assistance of counsel in an appropriate forum.

6. SUPPLEMENTAL AGREEMENT

The written supplemental agreement between Defendant and the government, which is dated Date: May 22, 2019, is part of this plea agreement.

7. COOPERATION WITH THE INTERNAL REVENUE SERVICE

The Defendant agrees that she will cooperate fully with the Internal Revenue Service ("IRS") as follows:

A. Defendant agrees that, prior to sentencing, she will file corrected individual and business income tax returns for tax years 2012 through 2017, as necessary, and pay any tax due and owing to the Internal Revenue Service, as well as interest and penalties.

B. Defendant further agrees to provide to the IRS or any state taxing authority any information requested regarding Defendant's individual income tax liabilities for the tax years 2012 through 2017. Defendant further agrees to pay to the IRS and to any state taxing authority the taxes, penalties, and interest due and owing by him for the tax years 2012 through 2017. Defendant understands

that interest as fixed by statute will continue to accrue until her civil tax liabilities are fully paid. In the event that Defendant fails to comply with this provision of the agreement, the government may void this agreement in whole or in part. Nothing in this agreement shall limit the authority of the IRS or a state taxing authority to collect Defendant's tax liabilities in any manner authorized by law.

Defendant specifically authorizes release by the IRS or other investigative agency to the aforementioned agencies and their representatives of information for purposes of making that assessment. Defendant further agrees to assent to the filing and allowance of a motion under Rule 6(e) of the Federal Rules of Criminal Procedure, to permit the disclosure of matters occurring before the grand jury for this purpose, provided the Defendant receives a copy.

By entering into this Agreement, the government does not compromise any federal or state civil liability, including but not limited to any tax liability, which Defendant may have incurred or may incur as a result of her conduct and her plea of guilty to the charges specified in this Agreement. Defendant agrees that this agreement, or any judgment, order, release, or satisfaction issued in connection with this agreement, will not satisfy, settle, or compromise the Defendant's obligation to pay the balance of any remaining civil liabilities, including tax, additional tax, additions to tax, interest, and penalties, owed to the IRS or to a state taxing authority for the time period(s) covered by this Agreement or any other time.

Nothing in this agreement shall limit the Internal Revenue Service in its assessment and collection of any taxes, penalties or interest due from the Defendant.

8. LEGAL REPRESENTATION

Defendant is satisfied with the legal representation provided by Defendant's lawyer. Defendant and her lawyer have fully discussed this plea agreement, and Defendant is agreeing to plead guilty because Defendant admits that she is guilty.

9. CONSEQUENCES OF A WITHDRAWN GUILTY PLEA

If Defendant is allowed to withdraw her guilty plea or if any conviction entered pursuant to this agreement is vacated, the Court shall, on the government's request, reinstate any charges that were dismissed as part of this agreement. If additional charges are filed against Defendant within six months after the date the order vacating Defendant's conviction or allowing him to withdraw her guilty plea becomes final, which charges relate directly or indirectly to the conduct underlying the guilty plea, Defendant waives her right to challenge the additional charges on the ground that they were not filed in a timely manner, including any claim that they were filed after the limitations period expired, provided that such charges were timely under the applicable limitations period as of the date this agreement was executed. If the Court allows Defendant to withdraw her guilty plea for a "fair and just reason" pursuant to Federal Rule of Criminal Procedure 11(d)(2)(B), Defendant waives her rights under Federal Rule of Evidence 410, and the government may use her guilty plea, any statement

made under oath at the change-of-plea hearing, and the factual basis statement in this plea agreement, against him in any proceeding.

10. EACH PARTY'S RIGHT TO WITHDRAW FROM THIS AGREEMENT

The government may withdraw from this agreement if the Court finds the correct guideline offense level to be different than is determined by Paragraph 2.B.

Defendant may withdraw from this plea agreement, and may withdraw her guilty plea, if the Court decides to impose a sentence higher than the maximum allowed in Paragraph 3. This is the only reason for which Defendant may withdraw from this agreement.

11. PARTIES TO THE PLEA AGREEMENT

Unless otherwise indicated, this agreement does not bind any government agency except the U.S. Attorney's Office for the Eastern District of Michigan and the Tax Division of the Department of Justice.

12. SCOPE OF THE PLEA AGREEMENT

This agreement, which includes all documents that it explicitly incorporates, is the complete agreement between the parties. It supersedes all other promises, representations, understandings, and agreements between the parties concerning the subject matter of this plea agreement that are made at any time before the guilty plea is entered in court. Thus, no oral or written promises made by the government to Defendant or to Defendant's attorney at any time before Defendant pleads guilty, including any prior plea agreement

offers, are binding except to the extent they have been explicitly incorporated into this agreement.

This agreement does not prevent any civil or administrative actions against Defendant, or any forfeiture claim against any property, by the United States or any other party.

13. ACCEPTANCE BY THE DEFENDANT

This plea offer was received and signed by Defendant and her attorney in a timely fashion.

ROSEMARY E. PAGUNI
Chief, NCES
U.S. Department of Justice, Tax
Division


MARK MCDONALD
WILLIAM GUAPPONE
Trial Attorneys

Date: May 22, 2019

By signing below, Defendant acknowledges that she has read (or been read) this entire document, understands it, and agrees to its terms. She also acknowledges that she is satisfied with her attorney's advice and representation. Defendant agrees that she has had a full and complete opportunity to confer with her lawyer, and has had all of her questions answered by her lawyer.


MAURICE C. DAVIS, ESQ.
Attorney for Defendant


KAREN MILLER
Defendant

Date: May 22, 2019